

## REMARKS

Reconsideration and further examination of the subject patent application in view of the RCE submitted herewith and in view of the Amendments and the following Remarks is respectfully requested. Claims 1-4, 6, 8-11, 13-22, 24-35, 37, 39-42 and 44-57 are pending and have been rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Pat. No. 6,493,695 to Pickering et al. ("Pickering") in view of U.S. Pat. No. 6,366,575 to Barkan et al. ("Barkan") and U.S. Pat. No. 5,903,641 to Tonisson. Claim 1 has been amended to clarify that it refers to tasks and Claims 2, 9, 37, and 55 have been amended to recite features of interruption of the agent and abandonment of specific tasks (see P.L, ln 5-9). After a careful review of the claims and references, it is believed that the claims are in allowable form and therefore a Notice of Allowance is respectfully requested.

It is noted first that independent claims 1, 22 and 32 are limited to reassigning a first agent from a first task to a second task responsive to the determining the system overloaded condition. The Office Action admits that "Pickering in view of Barkan does not explicitly disclose . . . reassigning a first agent from a first task to a second task responsive to the determining the system is overloaded condition" (Office Action of 12/15/06, page 4).

In this regard, the Office Action asserts "Tonisson discloses an automatic dynamic changing of agents' call-handling assignments comprising . . . reassigning a first agent from a first task to a second task responsive to the determining the system overloaded condition (abstract, col. 1, lines 40-67, col. 2, lines 1-14 and col. 9, lines 11-22)" (Office Action of 12/15/06, page 4).

It should be noted that the "from" and "to" context of the claim clearly indicates that after the reassignment, the first agent is no longer performing the first task and, instead, is then assigned to the second task. The specification makes this even more explicit with the statement that "the 'check systems status' workflow interrupts agents, requesting that they abandon one task for another that has become more important" (specification, page 6, lines 4-5). However, Tonisson fails to disclose any similar requirement for re-assigning agents to abandon a task to perform another task.

For example, the Abstract refers to adjusting "agents' call-handling assignments, for example, by changing the skills to which an agent is assigned or by changing the relative priorities of the agents' skills" (Tonisson, Abstract, lines 7-9). However, in this context, the term "agents' call-handling assignments" clearly refers to the status or skills attributed to an agent used to assign the agent to perform a task and not to any actual task or activity performed by an agent. The specification refers to a task as "a customer contact item such as voice call e-mail message, or

web-collaboration request such as text chat or internet voice."

(P. 3, lines 26-28) Thus, a task is an act of servicing a customer contact item by the agent, not the skill criteria used in deciding whether to assign the task to the agent as in Tonisson.

Similarly, Tonisson states that "agents may need to be reassigned to different skills (i.e., to handling calls requiring different ones of the skills possessed by the agents)" (Tonisson, col. 2, lines 42-44). In this case, the reference is to skills that may subsequently result in assignment of tasks. In addition, the reference is prospective and again refers to the skills attributed to an agent rather than to tasks (i.e. handling by the agent of a customer contact item).

Tonisson provides an arrangement that "automatically adjusts agents' call-handling assignments—for example, by changing the skills to which an agent is assigned (logged into) or by changing the relative priorities (levels of expertise) of the agent's skills—in order to optimize a predefined objective or objectives" (Tonisson, col. 2, lines 3-8). Once more, the reference is directed to adjusting agents' skills that may subsequently be used to determine assignment of tasks, not to the tasks themselves.

Tonisson asserts that "The intention is that the skill levels  $L_{S,a}$  should not need to change very often, as they represent expertise (levels of ability) of the agents in each skill" (Tonisson, col. 9, lines 12-14). In this case, the reference clearly establishes that the reassignment has to do with qualifications of the agents, not with tasks performed

by an agent which are constantly changing as the agent completes performance of each task.

Since the Tonisson re-assignment has to do with assigning levels of skills attributed to agents used to subsequently assign tasks, instead of actual tasks performed by agents, Tonisson fails to provide any teaching or suggestion of "reassigning a first agent from a first task to a second task responsive to the determining the system overloaded condition." As noted above, the Office Action concedes that Pickering and Barkan et al. fail to teach this claim element. Since Tonisson also fails to teach or suggest this claim element, the combination fails to teach or suggest each and every claim limitation. Since the combination fails to teach or suggest each and every claim limitation, the independent claims 1, 22 and 32 are distinguishable over the combination. In addition, the dependent claims 2-4, 6, 8-11, 13-21, 24-31, 33-35, 37, 39-42, and 44-57 are believed to be distinguishable because they depend from allowable base claims.

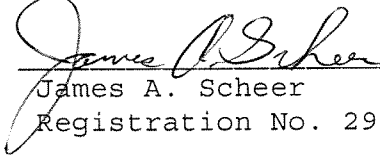
For the foregoing reasons, applicant submits that the subject application is in condition for allowance and earnestly solicits an early Notice of Allowance. Should the Examiner be of the opinion that a telephone conference would expedite prosecution of the subject application, the Examiner is respectfully requested to call the undersigned at the below-listed number.

The Commissioner is hereby authorized to charge any additional fee which may be required for this application under 37 C.F.R. §§ 1.16-1.18, including but not limited to the an extension of time fee, or credit any overpayment, to Deposit Account No. 23-0920. Should no proper amount be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal, or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 23-0920.

Respectfully submitted,

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